

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT MANAGEMENT

Notwithstanding the Contractor's responsibility for total management responsibility during the performance of the contract, the administration of the contract will require maximum coordination with the Government points of contact during performance of the contract.

G.1.1 Contracting Officer

The Contracting Officer is:

U.S. Census Bureau
Attn: ACQ Division, William H. Russell, Contracting Officer,
Room #3J257
4600 Silver Hill Rd
Suitland Maryland, 20746

G.1.2 Contracting Officer's Authority

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

G.1.3 Contracting Officer's Technical Representative (COTR)

Jennifer Marks is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the contract. The COTR is located at:

Jennifer Marks, COTR
U.S. Census Bureau
Communications Directorate
4600 Silver Hill Road
Room 8H067
Washington, DC 20233-7200

Phone Number: 301-763-3135

The responsibilities and limitations of the COTR are as follows:

- 1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
- 2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for the COTR by naming such assistant(s) in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

(End of Clause)

G.1.4 Technical Direction

Performance of the work under this contract shall be subject to the technical direction of the COTR. The term “technical direction” is defined to include, without limitation, the following:

- a) Directions to the Contractor, which redirect the contract effort, shift work emphasis between work areas or delivery orders, require the pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish contractual requirements.
- b) Provision of information to the Contractor, which assists in the interpretation of renderings, specifications or technical portions of the work description.
- c) Review and, where required by contract, approval of reports, creative renderings, specifications, materials or technical information to be delivered by the Contractor to the Government under this contract.

Technical direction must be within the general scope of work stated in the contract. The COTR does not have the authority to, and may not, issue any technical direction which:

- 1) Constitutes the assignment of any additional work outside the general scope of the contract;
- 2) Constitutes a change as defined in the contract clause entitled, “Change”;
- 3) In any manner causes an increase or decrease in the total estimated contract costs, fixed fee, award fee, or time required for the contract performance; or
- 4) Changes any of the express terms, conditions or specifications of the contract.

All technical direction shall be issued in writing by the COTR; verbal direction shall be confirmed by the COTR in writing within five (5) working days after their issuance.

The Contractor shall proceed promptly with the performance of technical directions duly issued by the COTR in the manner prescribed by this article and within his/her authority under the provisions of this article.

If, in the opinion of the Contractor, any instruction or direction issued by the COTR is within one of the categories defined in (1) through (4) in Clause G.1.4 above, the Contractor shall not proceed, but shall notify the CO, in writing, within five (5) working days after receipt of any such instruction or direction and shall request the CO to modify the contract accordingly. Upon receiving such notification from the Contractor, the CO shall issue an appropriate contract modification or advise the Contractor, in writing, that in his/her opinion, the technical direction is within the scope of this article and does not constitute a change under the "Change" clause of the contract. The Contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions under the "Disputes" clause of the contract

G.2 BILLING INSTRUCTIONS

- (a) The Contractor shall provide a single point of contact for handling billing and invoicing issues as well as his/her mailing address and telephone number.
- (b) The Contractor shall submit billing on a monthly basis or another cycle that will be mutually agreed upon by the Contractor and the Government.
- (c) The Contractor may use Standard Form 1034 – Public Voucher for Purchases and Services Other than Personal (FAR 53-301 –1034) or they may submit a company – generated voucher. However, no matter what type of voucher is submitted, it must contain the proper invoice/voucher information describe in G.3 below.
- (d) The Contractor shall submit one (1) original and one (1) copy of each voucher/invoice to the Finance Division at the U.S. Census Bureau before it is considered received by the Government.
- (e) Invoices/vouchers shall be submitted to:
 - U.S. Census Bureau
 - Finance Division (Vouchers)
 - 4600 Silver Hill Road
 - Room #2K419
 - Washington, DC 20233-4400
- (f) The Contractor is notified that it is their responsibility for ensuring that the vouchers/invoices are delivered to the Finance Division, and the COTR or Task Manager are not responsible for ensuring the advanced copies of the vouchers/invoices are provided to the Finance Division.

Invoices which are submitted to an incorrect office or which do not contain the information specified in subparagraph (e) above, will be returned to the Contractor for corrections.

G.3 INVOICE PREPARATION

(a) To constitute a proper invoice, the invoice must include, at a minimum, the following information:

- ◆ Name and Address of Contractor
- ◆ Contact Name, Title and Telephone Number
- ◆ Contractor's DUNS number
- ◆ Government Contract Number or Other Authorization for Delivery of Goods or Services
- ◆ Government Task Order Number is required if services are being provided through a task order to the basis contract
- ◆ Date of the Invoice
- ◆ Invoice Number, Account Number, and/or any other identifying number agreed to by the contract (At a minimum there must be an invoice number)
- ◆ Include the Actual date when services were performed or goods delivered.
- ◆ Include the Period of Performance on all invoices.
- ◆ Description – Including, for example, contract line/subline number, price, and quality of goods and services rendered.
- ◆ Include discount terms.
- ◆ Other substantiating documentation or information required by the contract.
- ◆ Shipping and Payment Terms (Required unless mutually agreed that this information is only required in the contract – Contact the Contracting Officer or Contract Specialist for clarification)
- ◆ Taxpayer Identifying Number (TIN) (Required unless agency procedures provide otherwise.)
- ◆ Address for mailing payment
- ◆ Banking Information such as name and address of bank, routing & account number (Required unless agency procedures provide otherwise, or except in situations where the EFT requirements is waived under 31 CFR, 208.4.) (This

information is seldom required, check with the Contracting Officer or Contract Specialist to determine if information is needed.)

◆ Other Substantiating Documentation or Information required by the contract

In addition, the Contractor shall include in the invoice the following three statements and signature lines:

I hereby certify, to the best of my knowledge and belief, that the services set forth herein were performed during the period stated above are current, accurate and complete.

(Date) (Name and Title of Contractor Representative) (Signature)

The above statement will be signed by a representative of the Contractor.

and

I certify that to the best of my knowledge and belief that the services/supplies shown on the invoice have been performed/furnished and are accepted.

(Date) (Name and Title COTR, Task Manager, etc) (Signature)

The above statement will be signed by a government representative, usually the COTR or a Task Manager with authority to certify.

and

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

(Date) (Name /Title of Authorized Certifying Official) (Signature)

The above statement will be signed by a government representative who has authority to approve the invoice. The representative signing this statement will be the Contracting Officer when the services are acquired through a fully definitized contract, or the COTR or Task Manager with approving authority if the work is authorized through the simplified acquisition system (purchase order).

If there is insufficient space in the Standard Form 1034 to provide all of the required information, the Contractor may include the remaining information on bond paper. However, if bond paper is used, the contract and task order numbers, invoice number, and date of invoice must be listed at the top of the second and subsequent pages.

G.3.1 Invoices for Time & Material Task Orders

All invoices/vouchers submitted for payment for Time and Material Task Orders shall be accompanied by individual daily job timecards/sheets or other substantiation previously approved by the Contracting Officer. Vouchers/invoices received without the substantiating documents will be considered incomplete, and will be returned to the contractor without payment.

If the voucher/invoice is for services on a time and material or labor hour basis, the original voucher/invoice does not require that the timesheets or other substantiation be attached. However they must be clearly marked "Original for Finance ". The second set of the voucher/invoice must have copies of the timesheets or other substantiation attached, and must be clearly marked "COTR or Task Manager's Copy".

G.3.2 Invoices for Partial Month

Payment for lease or maintenance services of less than one month's duration shall be prorated at 1/30th of the basic monthly charges for each calendar day.

G.3.3 Final Invoice

The final invoice under each task order shall be marked "FINAL".

G.4 INTEREST ON OVERDUE PAYMENTS

- (a) The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 U.S.C. 1801) is applicable to payments under this contract and requires the payment to Contractors of interest on overdue payments and improperly taken discounts.
- (b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-125.
- (c) The term "progress payments", as used herein, signifies payments made as work progresses under the contract, upon the basis of costs incurred, of percentage of completion accomplished, or of a particular stage of completion, as provided under the payment provisions of this contract. As used herein this term does not include payments for partial deliveries accepted by the Government under this contract, or partial payments on contract termination claims.

G.5 PAYMENT DUE DATE

- (a) Payments under this contract will be due on the 30th calendar day after the latter of:
 - (1) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
 - (2) The date the deliverables are accepted by the Government.

- (b) For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur in accordance with Section E.
- (c) If the deliverables are rejected for failure to conform to the technical requirements of the contract, or for damage in transit or otherwise, the provisions in paragraph (b) of this clause will apply to the new delivery of replacement deliverables.
- (d) The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System shall be considered to be the date payment is made.

G.6 METHOD OF PAYMENT

- (a) Payments under this contract will be made by wire transfer through the Treasury Financial Communications System.
- (b) Not later than seven (7) days after receipt of notice of award, the Contractor shall forward the following information in writing to:

U.S. Census Bureau
Finance Division
4600 Silver Hill Road

Washington, DC 20233-4400

- (1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s),
 - (i) to whom check payment are to be sent, and
 - (ii) who may be contacted concerning the bank account information requested below.
- (2) The following bank account information required to accomplish wire transfers:
 - (i) Name, address, and telegraphic abbreviation of the receiving financial institution.
 - (ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System (FRCS).
 - (iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.
 - (iv) If the receiving financial institution does not have access to the FRCS, provide the name of the correspondent financial institution through which the

receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

- (a) Address and telegraphic abbreviation of the correspondent financial institution.
- (b) The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.
- (c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the Finance Office in writing at least 30 days before the effective date of the change. It is the Contractor's responsibility to furnish these changes thirty (30) days before submitting invoices to avoid payments to erroneous addresses or bank accounts.
- (d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

G.7 MONITORING AND EVALUATING CONTRACTOR'S PERFORMANCE

- (a) Requirements under this contract shall contain, to the maximum extent practicable, meaningful performance measures to enable the assessment of success or failure in meeting the objectives of the Census Bureau.
- (b) The COTR shall be responsible for monitoring performance measures to assess the Contractor's progress. The CO shall be notified by the COTR when it appears that the Contractor's performance will not successfully meet the established measures.
- (c) The CO shall promptly notify the Contractor of its failure to meet any performance measures.
- (d) It is the Government's intent to do annual performance evaluations for each period of the contract and subsequent task orders.
- (e) Performance evaluations shall be submitted to the CO by the COTR.
- (f) The CO shall submit the completed evaluations to the Contractor for comment. The Contractor shall have thirty (30) days in which to respond. The CO and COTR will consider any comments provided by the Contractor. The performance evaluation will have a copy of the Contractor's comments attached.
- (g) The CO and the COTR shall discuss any unsatisfactory performance.
- (h) All performance evaluations will be done in accordance with FAR 42.15.

G.8 GOVERNMENT FURNISHED PROPERTY

- (a) The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause included in this contract.

<u>Item Number</u>	<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>
TBD after award			

- (b) At the completion of this contract, all Government furnished property shall be returned to the Government in good condition, ordinary wear and tear accepted. The Contractor shall assume the risk and responsibility for loss.
- (c) The Contractor shall use the Government furnished property only in connection with this contract. The Contractor shall maintain adequate property control records and will make such records available for Government inspection at all reasonable times.
- (d) The Contractor shall follow the instructions of the Contracting Officer regarding the disposition of any Government furnished property left upon completion of this contract.

G.9 GOVERNMENT FURNISHED INFORMATION

The Government shall deliver to the Contractor the Government-furnished data described on each task after issuance of the task order. Title to Government-furnished data shall remain with the Government. The Contractor shall use the Government-furnished data only in connection with this contract.

G.10 INDEFINITE DELIVERY, INDEFINITE QUANTITY

Services shall be ordered in accordance with clause H.36 entitled "Task Request/Ordering Procedures." As required, funds shall be obligated by the issuance of delivery/task orders citing applicable fiscal year accounting data when issued.

[End Section G]